

State of Alaska, Department of Health and Social Services
Division of Public Health
Grants & Contracts Support Team
P.O. Box 110650, Juneau, AK 99811-0650

BREAST & CERVICAL HEALTH CHECK
CONSULTANT/RESOURCE PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing breast and cervical cancer screening and diagnostics services (referred to herein as diagnostic services) women enrolled in the State of Alaska's Breast & Cervical Health Check (BCHC) Program. Consulting services include breast specialist services, gynecology, or Colposcopy services. Resource services include screening and diagnostic imaging, laboratory (cytology/pathology) services, and other related services. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of Appendices A –D and Enclosures:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/24/04
- B. Privacy & Security Procedures for Providers
- C. Federal Assurances & Certifications
- D. Provider Profile

ENCLOSURES:

- "BCHC Operational Overview" DVD (*if accessing this document online, presentation is available to download at*
<http://www.hss.state.ak.us/dph/wcfh/bchc/provider/assets/BCHCPresentation.pdf>)
- Clinical Guidelines for Breast Cancer and Cervical Cancer Screening ("Clinical Guidelines")
- BCHC Listing of Approved CPT Codes

I. PROVIDER ELIGIBILITY

The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A), as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Service Provider for this Agreement by meeting these established criteria:

- A. Has an Employer Identification Number (EIN); and
- B. Has a current State of Alaska Business License (please submit copy) or is a Government agency.

II. PROVIDER QUALIFICATIONS

By signing the Agreement, the Provider declares and represents that it meets the qualification requirements for a Service Provider for this Agreement by meeting the established criteria listed below:

A. Licensing

- Diagnostic services delivered under this agreement may only be performed by persons who are licensed or certified to perform them.

B. Service Delivery

Agree that:

1. Privacy and security procedures as specified in Appendix B, "Privacy and Security Provisions for Providers,": will be followed;
3. Operational procedures as described in the "BCHC Operational Overview" Powerpoint presentation are followed;
3. Clinical standards of care, as described in "Clinical Guidelines" will be followed.

III. DESCRIPTION OF SERVICES

Breast and Cervical Health Check (BCHC) is the State of Alaska's Breast & Cervical Cancer Early Detection Program. Funded primarily by the Centers for Disease Control and Prevention, BCHC's mission is to reduce breast and cervical cancer related morbidity and mortality in Alaskan Women.

Using a fee for service model, BCHC provides funding for breast and cervical cancer screening for women who meet age and income guidelines, do not have insurance or have insurance which does not cover BCHC services, and are not enrolled in Medicare Part B.

Providers should refer to "the "BCHC Operational Overview" presentation and "Clinical Guidelines" for information regarding the provision of services applicable to this Provider Agreement, as well as to section IV, below.

IV. REFERRAL OF ENROLLED WOMEN

Women aged 21– 64 with limited income, no insurance, or inadequate insurance are eligible to be enrolled in BCHC. Screening providers enroll women into BCHC.

Consultant/resource providers accept referrals of women enrolled in BCHC, from BCHC screening providers. Consultant/Resources Providers set their own policies and procedures for accepting referrals. Those protocols should ensure that the Consultant/Resource provider receives information as to the woman's BCHC enrollment status, and any other information the screening provider may have as to the woman's coverage for medical services.

V. BILLING

BCHC is the payer of last resort. Clients with a primary payer source such as private insurance or Medicaid are eligible to be enrolled in the services described in this agreement if they meet the

client eligibility requirements. The Provider must bill the primary source first, and submit an Explanation of Benefits noting denial of payment for approved services if payment is being sought from BCHC for clients with a primary payer source. If BCHC pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall credit back to BCHC payments received by them.

Endorsement of a BCHC authorized State of Alaska payment warrant constitutes certification that the claim(s) for which the warrant was issued was (were) true and accurate, unless written notice of an error is sent by the Provider to DHSS within 30 days after the date that the warrant is cashed.

Clients who receive BCHC funded services will not be charged any sliding-scale fee, deductible, co-pay or administrative fee for covered services. Nor may they be asked to pay for BCHC services even when the provider is planning to reimburse them.

BCHC is the payer of last resort. Except when good cause for delay is shown, BCHC will not pay for services unless the Provider submits a claim within 90 days of the date the service was provided. Determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

Providers may submit claims in paper form to the “Program Contact” address listed in this agreement. Personally identifiable information on the Invoice form remains confidential under AS 40.25.120(a) and under federal privacy regulation. Therefore, Providers will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to BCHC until such information is received by BCHC. Consequently, claims must be submitted in a manner consistent with protecting that confidentiality, through the U.S. Postal Service as first class mail or in a sealed envelope through a secure courier service such as DHL or Federal Express. For questions regarding secure transmission of information, call the Administrative Contact person listed in signature block of this Agreement.

Providers submitting claims to BCHC for services provided to a client shall include itemized charges describing only the BCHC approved services. Processing of claims submitted for a client with a primary payer source requires submission of an Explanation of Benefits noting any payments by the primary source. See “BCHC Operational Overview” presentation for details. The BCHC List of Approved CPT Codes is revised whenever Medicare payment rates are updated.

VI. SUBCONTRACTS

Subcontracts are not allowed under the terms of this Provider Agreement.

VII. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION

The Provider will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), if applicable, and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of records, electronic or not, to DHSS. Client information is confidential and cannot be released without the written authorization of the client and DHSS, except as permitted by other state or federal law.

By entering into this Agreement the Provider acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix B to this Agreement.

VIII. REPORTING AND EVALUATION

The Provider agrees to comply with 7 AAC 81.120, Confidentiality and 7 AAC 81.150, Reports, and other applicable state or federal law regarding the submission of information. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DHSS to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations.

The Provider agrees to provide state officials and their representatives' access to facilities, systems, books and records, for the purpose of monitoring compliance with this Agreement and evaluating services provided under this Agreement.

IX. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix C to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DHSS before destroying those records in a manner approved by DHSS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DHSS in a manner of compliance with 7 AAC 78.185 and Appendix B to this Agreement.

X. ADMINISTRATIVE POLICIES

- A. The Provider must have established written administrative policies and apply these policies consistently in the administration of the Provider Agreement without regard to the source of the money used for the purposes to which the policies relate. These policies include employee salaries, employee overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the protection of vulnerable or dependent recipients of services, and conflicts of interest, as well as the following:
 - 1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;
 - 2. Require criminal screening of both paid and volunteer employees having supervisory or disciplinary power over children or dependent adults, to be completed and submitted within 45 days of hire, under the authority of 7 AAC 81.130(a) and AS 12.62.160(b)(10);
 - 3. Compliance with AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under that section to report harm to children and vulnerable adults;

4. If providing residential and/or critical care services to clients of DHSS, the Provider shall have an emergency response and recovery plan, providing for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
- B. The Provider agrees to maintain appropriate levels of insurance necessary to the responsible delivery of services under this Agreement, which will include items 1 and 2 below, and may include all the following that apply to the circumstances of the services provided.
1. Workers Compensation Insurance, the policy must waive subrogation against the State.
 2. Commercial General Liability Insurance - covering all business premises and operations used by the grantee in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 3. Commercial General Automobile Liability Insurance - covering all vehicles used by the grantee in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 4. Professional Liability Insurance - covering all errors, omissions, or negligent acts in the performance of professional services under this Agreement. This insurance is required for all Providers of clinical or residential services, or for any other Provider for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement.

XI. EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall adhere to Alaska State Statutes regarding equal employment opportunities for all persons without regard to race, religion, color, national origin, age, physical or mental disability, gender or any other condition or status described in AS 18.80.220(a)(1). Notice to this effect must be conspicuously posted and made available to employees or applicants for employment at each location that services are provided under this Provider Agreement; and sent to each labor union with which the provider has a collective bargaining agreement. The Provider must include the requirements for equal opportunity employment for contracts and subcontracts paid in whole or in part with funds earned through this Agreement. Further, the Provider shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

XII. CIVIL RIGHTS

The Provider shall comply with the requirements of the following federal statutes:

- A. The Civil Rights Act of 1964;
- B. Drug Free Workplace Act of 1988
- C. Americans with Disabilities Act of 1990

The Provider will establish procedures for processing complaints alleging discrimination on the basis of race, religion, national origin, age, gender, physical or mental disability or other status or condition described in AS 18.80.220(a)(1).

The Provider may not exclude an eligible individual from receiving services, but with concurrence from DHSS, may offer alternative services to an individual if the health or safety of staff or other individuals may be endangered by inclusion of that individual.

XIII. ACCOUNTING AND AUDIT REQUIREMENTS

The Provider shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

DHSS may conduct an audit of a provider's operations at any time the department determines that an audit is needed. The auditor may be a representative of DHSS; or a representative of the federal or municipal government, if the Agreement is provided in part by the federal or municipal government; or an independent certified public accountant. The Provider will afford an auditor representing DHSS or other agency funding the agreement, reasonable access to the Provider's books, documents, papers, and records if requested. Audits must be conducted in accordance with the requirements of 7 AAC 81.160; including the requirement for a Provider to refund money paid on a questioned cost or other audit exception, if they fail to furnish DHSS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

XIV. LIMITATION OF APPROPRIATIONS

BCHC is funded with Federal and State funds, which are awarded on an annual basis. During each state fiscal year, DHSS may authorize payment of costs under a Provider Agreement only to the extent of money allocated to that fiscal year. Because there is a fixed amount of funding on an annual basis, it may at times be necessary for DHSS to prioritize the client population served under this agreement. Limitations may include but are not limited to a moratorium on types of services, or a moratorium by geographic region served, or a restriction of services to clients with defined needs. The decision to limit billable services shall be based solely on available funding.

XV. INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

The Provider shall indemnify, hold harmless, and defend DHSS from and against any claim of, or liability for error, omission, or negligent or intentional act of the Provider under this Agreement. The Provider shall not be required to indemnify DHSS for a claim of, or liability for, the independent negligence of DHSS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DHSS, fault shall be apportioned on a comparative fault basis.

"Provider" and "DHSS," as used within this section, include the employees, agents, or Providers who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DHSS's selection, administration, monitoring, or controlling of the Provider and in approving or accepting the Provider's work.

XVI. AMENDMENT

The Provider acknowledges that state and federal laws relating to information privacy and security, protection against discriminatory practices, and other provisions included in this agreement may be evolving and that further amendment to this Agreement may be necessary to insure compliance with applicable law. Upon receipt of notification from DHSS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DHSS to amend this Agreement to ensure compliance with those changes.

XVII. TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DHSS immediately if it is no longer eligible to provide services based on applicable Provider eligibility requirements set out in Section I of this Agreement. Notification of non-eligibility will result in automatic termination of this Agreement. Failure to comply with the terms of this Agreement and/or standards outlined in the Agreement and its appendices may result in non-payment and automatic termination of the Agreement by DHSS.

A Provider may appeal the decision to terminate a Provider Agreement under 7 AAC 81.200. All appeals will be conducted in accordance with Section 7AAC 81.200-210 of the Alaska Administrative Code.

Except as noted above, DHSS may terminate this Agreement with 30 days notice. A Provider may also terminate the Agreement with 30 days notice, but must provide assistance in making arrangements for safe and orderly transfer of clients and information to other Providers, as directed by DHSS.

This Agreement remains in force until the Provider or DHSS terminates the Agreement or a material term of the Agreement is changed.

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

BCHC Provider Support Specialist
3601 "C" Street, Suite 358
Anchorage, AK 99503
(907) 269-4662 / (907) 269-3414

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT
Shannon West, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
(907) 465-5424 / (907) 465-8678

Federal Tax ID Number

Agreement effective upon completion of both parties signatures.